

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|--|
| Paciolan, Inc. | | 03/31/2010 | CORPORATION: DELAWARE |
| Comcast Spectacor Ventures, LLC | | 03/31/2010 | LIMITED LIABILITY COMPANY: PENNSYLVANIA |

RECEIVING PARTY DATA

| | |
|-------------------|----------------------------------|
| Name: | Comcast A/TW Note Holdings, Inc. |
| Street Address: | 1201 North Market Street |
| Internal Address: | Suite 1000 |
| City: | Wilmington |
| State/Country: | DELAWARE |
| Postal Code: | 19801 |
| Entity Type: | CORPORATION: DELAWARE |

| | |
|-----------------|---------------------------|
| Name: | Ed Snider |
| Street Address: | 3601 South Broad Street |
| City: | Philadelphia |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19148 |
| Entity Type: | INDIVIDUAL: UNITED STATES |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------------|
| Registration Number: | 2498694 | E.VENUE |
| Registration Number: | 2948486 | PACIOLAN YOUR TICKETS, YOUR WAY. |

CORRESPONDENCE DATA

Fax Number: (215)701-2171

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-665-2771

900158724

TRADEMARK
REEL: 004179 FRAME: 0167

CH \$65.00 2498694

Email: sschwartz@cozen.com
Correspondent Name: Scott Bradley Schwartz
Address Line 1: 1900 Market Street
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

154239

NAME OF SUBMITTER:

Scott Bradley Schwartz

Signature:

/Scott B Schwartz/

Date:

04/02/2010

Total Attachments: 4

source=Security Interest Paciolan#page1.tif

source=Security Interest Paciolan#page2.tif

source=Security Interest Paciolan#page3.tif

source=Security Interest Paciolan#page4.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 31, 2010 by Comcast Spectacor Ventures, LLC and Paciolan, Inc. (collectively, "**Grantors**") in favor of Comcast A/TW Note Holdings, Inc. and Edward M. Snider in their capacities as secured parties pursuant to the Credit Agreement (individually, "**Secured Party**," and collectively, the "**Secured Parties**").

W I T N E S S E T H:


WHEREAS, Paciolan, Inc. party to a Security Agreement of March 5, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Secured Parties pursuant to which Paciolan, Inc. is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties, for the benefit of the holders of the Obligations, to enter into the Credit Agreement, the Grantors hereby agree with the Secured Parties as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Secured Parties for the benefit of the holders of the Obligations a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "**Applicable Collateral**"):

(a) Trademarks of such Grantor listed in this Paragraph, namely

| Mark | Registration No. | Registration Date | Owner of Record |
|--|-------------------------|--------------------------|------------------------|
|  Paciolan <small>Your tickets, your way.</small> PACIOLAN YOUR TICKETS, YOUR WAY. | 2948486 | 5/10/05 | Paciolan Systems, Inc. |
| E.VENUE | 2498694 | 10/16/01 | Paciolan Systems, Inc. |

(b) All goodwill associated with such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Parties pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the

Security Agreement shall control.

SECTION 4. Termination. Upon the release of the Lien provided for in the Security Agreement (as set forth in the Security Agreement and/or the Credit Agreement, as the case may be) with respect to all or any portion of the Applicable Collateral (including in connection with the disposition thereof), the Secured Parties shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in all or such portion of the Applicable Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

COMCAST SPECTACOR VENTURES, LLC

By: J. R. Halbert

Name: Jay R Halbert

Title: Vice President

PACIOLAN, INC.

By: J. R. Halbert

Name: Jay R Halbert

Title: Vice President

Accepted and Agreed:

COMCAST A/FW NOTE HOLDINGS, INC.

as Secured Party

By: _____

Name: _____

Title: _____

EDWARD M. SNIDER

as Secured Party

By: B. J. Miller

Attorney In Fact for
Edward Snider, Principal

TRADEMARK

REEL: 004179 FRAME: 0171

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

COMCAST SPECTACOR VENTURES, LLC

By: _____

Name: _____

Title: _____

PACIOLAN, INC.

By: _____

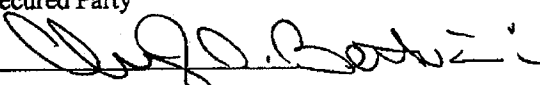
Name: _____

Title: _____

Accepted and Agreed:

COMCAST A/TW NOTE HOLDINGS, INC.

as Secured Party

By: _____

Name: Cheryl D. Bertuccini

Title: Vice President

EDWARD M. SNIDER

as Secured Party

By: _____